

NOTICE & REQUEST FOR PROPOSALS

TOWN OF GILBERT

Services: Riparian Landscape Services

Solicitation Number: 2015-5002-0522

Proposal Opening/Deadline for Submittal: December 15, 2014, 3:00 pm

Location: Municipal Center, Room 233, 50 East Civic Center Drive, Gilbert, AZ 85296

Town Staff Contact/ telephone number: Doug Hurley 480-503-6262

Contract Documents available at: Bid documents may be downloaded from www.gilbertaz.gov/rfp at no charge.

Date and Location for Submittal of Sealed Proposals: Sealed proposals will be received at the Town of Gilbert Clerk's Office, Municipal Center, 50 East Civic Center Drive, Gilbert, Arizona 85296 until 3:00 pm on December 15, 2014, for the above services. Proposals must be submitted in a sealed envelope clearly marked on the outside with the name of the services and the solicitation number. Any proposal received after the time specified will be returned unopened. It is the proposer's responsibility to assure proposals are received at the above location on or before the specified time. Proposals will be opened at 3:00 pm in **Conference Room 233**, and the names of proposers publicly read aloud immediately after the time for receiving proposals.

Pre-Proposal Conference: A pre-proposal conference will be held on December 2, 2014, at 11:30 am at the **Southeast Regional Library, Conference Room B, 775 North Greenfield Rd, Gilbert, AZ 85234** *All Proposers are strongly encouraged to attend the pre-proposal conference.*

Work Summary: Gilbert seeks Riparian Landscape services. The initial contract term will commence upon execution of the contract and continue through June 30, 2015. The contract may be renewed for up to 5 additional one (1) year terms. The services are generally described as follows: ***Landscape Maintenance for the Riparian Preserves:***

- Riparian Preserve at Water Ranch 2757 E. Guadalupe Road, Gilbert, AZ
- Riparian Preserve at Neely Ranch, 215 N. Cooper Rd, Gilbert, AZ

Proposal Requirement: Each proposal will be in accordance with the proposal requirements, set forth in the Request for Proposals, which may be downloaded from www.gilbertaz.gov/rfp or obtained by contacting Diane Shannon, telephone no. 480-503-6818. Any proposal which does not conform in all material respects to the Request for Proposals will be considered non-responsive.

Right to Reject Proposals: Gilbert reserves the right to reject any or all proposals, waive any informality in a proposal or to withhold the Award for any reason Gilbert determines.

Equal Opportunity: Gilbert is an equal opportunity employer. Minority and women's business enterprises are encouraged to submit proposals on this solicitation.

DATED: _____

TOWN OF GILBERT, ARIZONA

Publications Date(s)

Wednesday November 19, 2014

Thursday, November 20, 2014

Friday, November 21, 2014

Saturday, November 22, 2014

_____, Town Clerk

**IMPORTANT
PROPOSER'S CHECK LIST**

- ☐ 1. The proposal has been signed in the Section IV. (Proposals not signed in this section will not be considered.)
- ☐ 2. Authorized Signature Form is enclosed.
- ☐ 3. The proposal prices offered have been reviewed. (See Section 1.16)
- ☐ 4. Any required descriptive literature or other information have been included.
- ☐ 5. The Contract Time and/or schedules have been included.
- ☐ 6. Copy of license(s) required for operation of the business and performance of the Contract work (ROC approved specialty license and Gilbert business license)
- ☐ 7. Any addendums have been included/noted in Offer Section. (See Section 4.6)
- ☐ 8. The mailing envelope/package has been addressed to:
Town Clerk's Office
50 East Civic Center Drive
Gilbert, Arizona 85296
- ☐ 9. Proposal Package/Envelope has been identified with proposal number and title.
- ☐ 10. The proposal is submitted in time to be received and stamped in by Clerk's Office representative no later than specified time on designated date. (Otherwise the proposal cannot be considered.)
- ☐ 11. The Proposal Bond has been included.
- ☐ 12. Attachments 1, 2, 3, 4 and 5 have been completed and attached. Attachment 6, contract is for reference only and not be completed.

REQUEST FOR PROPOSAL DOCUMENTS FOR:
Riparian Preserve Landscape Services
2015-5002-0522
FOR THE TOWN OF GILBERT, ARIZONA

Gilbert intends to purchase Riparian Preserve Landscape services in compliance with these specifications. The addresses for the Preserves are:

- Riparian Preserve at Water Ranch 2757 E. Guadalupe Road, Gilbert, AZ
- Riparian Preserve at Neely Ranch, 215 N. Cooper Rd, Gilbert, AZ

I. REQUIREMENTS FOR PROPOSERS.

1.1 Proposal Opening Date and Location: Proposals will be received in the office of the Town Clerk, Municipal Center, 50 East Civic Center Drive, Gilbert, Arizona 85296, until 3:00 pm on December 15, 2014, at which time the names of the proposers will be opened and publicly read. Proposal prices will not be read. Late proposals will not be considered.

1.2 Proposal Documents Available: The Proposal Documents consist of four parts: I. Requirements for Proposers, II. General Conditions, III. Scope of Work, and IV. Proposer's Proposal (form). The Proposal Documents are available for downloading from www.gilbertaz.gov/rfp or by contacting Diane Shannon, telephone no. 480-503-6818.

1.3 Incorporation of Proposal Documents: All of the Proposal Documents apply to and become a part of the terms and conditions of the proposal.

1.4 Proposal Form: Proposals must be submitted only on the proposal form. All proposals must be submitted in a sealed envelope clearly marked "Proposal for Riparian Preserve Landscape Services - Office of the Town Clerk, Solicitation #2015-5002-0522."

1.5 Pre-Proposal Conference: A Pre-Proposal Conference will be held at 11:30 am on December 2, 2014 at the **Southeast Regional Library, Conference Room B, 775 North Greenfield Rd, Gilbert, AZ 85234**. The Scope of Work will be reviewed, discussed and opened for questions. Potential proposers will be able to ask for interpretations and clarifications of this RFP at that time. Gilbert will not be responsible to convey any clarifications to potential proposers who are not in attendance. ***All Proposers are strongly encouraged to attend the pre-proposal conference.***

1.6 Town's Right to Reject Proposals: The Town of Gilbert reserves the right to reject any and all proposals and to waive technicalities.

1.7 Late Proposals: Late submittals and/or unsigned Proposals will not be considered under any circumstances. Envelopes containing Proposals with insufficient postage will not be accepted by Gilbert. It is the sole responsibility of the Proposer to see that his/her Proposal is delivered and received by the proper time and at the proper place.

1.8 Proposal Amendment or Withdrawal: A Proposal may be withdrawn anytime before the Proposal due date and time. A Proposal may not be amended or withdrawn after the Proposal due date and time except as otherwise provided by applicable law.

1.9 Public Record: All Proposals submitted in response to this solicitation and all evaluation related records shall become property of Gilbert and shall become a matter of public record for review, subsequent to proposal opening. Request for nondisclosure of data such as trade secrets and other proprietary data, must be made known in writing to Gilbert in Proposals submitted, and the information sought to be protected clearly marked as proprietary. Gilbert will not insure confidentiality of any portion of the proposal that is submitted in the event that a public record request is made. Gilbert will provide 48 hours notice before releasing materials identified by the proposal as confidential or proprietary in order for the proposer to apply for a court order blocking the release of the information.

1.10 Persons with Disabilities: Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Clerks Office. Requests shall be made as early as possible to allow time to arrange the accommodation.

1.11 Proposal Acceptance Period: All proposals shall remain open for 90 days after the day of the opening of proposals, but Gilbert may, at its sole discretion, release any proposal and return the proposal security (as applicable) prior to that date. No Proposer may withdraw his Proposal during this period without written permission from Gilbert. Should any Proposer refuse to enter into a contract, under the terms and conditions of the procurement, Gilbert may retain the security (as applicable), not as a penalty, but as liquidated damages.

1.12 Addendum: This Request for Proposals may only be modified by a written Addendum. Potential Proposers are responsible for obtaining all addenda.

1.13 Proposer Registration: Proposers shall register via the on-line Vendor Registration system at www.https://procure.az.gov, in order to automatically receive notification of Addenda to this Solicitation or notice of other solicitation opportunities. A Proposer who is not so registered must contact the Gilbert Contact person, Doug Hurley at (480) 503-6262 to make other arrangements to receive notice of Addenda to this Solicitation. All addenda will be posted on the Gilbert website at www.gilbertaz.gov/rfp.

1.14 Proposal Bond: Each Proposal will be submitted on the Proposal Form(s) included in the Contract Documents and will be accompanied by a certified check, cashier's check, or proposal bond for ten percent (10%) of the amount of the proposal, made payable to the Town of Gilbert.

1.15 General Evaluation Standards:

1.15.1 Gilbert seeks to obtain the services described above in the Scope of Work. Gilbert will evaluate proposals on the selection criteria set forth below. Gilbert will be the sole judge of whether the services offered are acceptable. Proposals from individuals who have provided inadequate services to municipalities in the past, or proposals offering services proven unsatisfactory in Town's sole judgment may be rejected and not considered.

- A. Firm Experience and Capability
- B. Prior Projects with Municipalities
- C. Expertise of Firm's Key Staff
- D. Local Firm Consideration
- E. Price
- F. Insurability

1.15.2 Gilbert reserves the right to reject any or all proposals or any part thereof, or to accept any proposal, or any part thereof, or to withhold the award and to waive or decline to waive irregularities in any proposal when it determines that it is in its best interest to do so.

1.15.3 A Proposer (including each of its principals) who is lawfully prohibited from any public procurement activity may have its Proposal rejected.

1.15.4 Clarifications. Gilbert reserves the right to obtain Proposer clarifications where necessary to arrive at full and complete understanding of Proposer's product, service, and/or solicitation response. Clarification means a communication with a Proposer for the sole purpose of eliminating ambiguities in the Proposal and does not give Proposer an opportunity to revise or modify its proposal.

1.15.5 Waiver and Rejection Rights. The Town of Gilbert reserves the right to reject any or all Proposals or to cancel the solicitation altogether, to waive any informality or irregularity in any Proposal received, and to be the sole judge of the merits of the respective Proposals received.

1.16 Proposal Preparation:

1.16.1 Format. Proposers shall submit their Proposal with an original and 2 copies and shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document must be legible and contain the same information requested on the forms. An Adobe Acrobat (.pdf) version must also be submitted on a thumb drive or CD.

1.16.2 No Facsimile or Electronic Mail Proposals. Proposals may not be submitted in facsimile or electronically (via email). A facsimile or electronic mail Proposal shall be rejected.

1.16.3 Typed or Ink Corrections. The Proposal shall be typed or in ink. Erasures, interlineations or other modifications in the Proposal shall be initialed in ink by the person signing the Proposal.

1.16.4 No Modifications. Modifications shall not be permitted after Proposals have been opened except as otherwise provided under applicable law.

1.16.5 Content. The Proposal shall contain all of the following information:

Brief Description of the Proposer's Firm

- A. Office location
- B. Length of time in business
- C. Total number of employees and number of local employees
- D. Names of principals, their disciplines, and Arizona registration.
- E. Services provided by the firm
- F. Experience in providing similar services within the last 3 years
- G. Three (3) references

Subcontractors:

Please list any firms that will act as subcontractors to your firm. Provide information regarding prior projects on which subcontractors have worked with your firm.

Project Team:

List those individuals who will do the work on this Contract. Provide the following information for each team member:

- A. Team assignment
- B. General qualifications
- C. Any project experience directly relevant to this Contract while with this firm
- D. Indicate current work load and *certify* that no team members will be substituted without prior approval from the Town of Gilbert

Relevant Experience:

Include brief descriptions of Services completed by the project team that directly relate to this Contract. Information requested includes project name, client, locations, budget, completion date, and functional use of the facility. Current client contact and telephone numbers for each project are also requested. Indicate whether the design was completed on schedule, within budget, and please indicate and describe the circumstances. Also, indicate design

problems encountered and solutions to those problems which were developed by the project team.

Approach:

Demonstrate the understanding of the Services and the steps you will undertake to accomplish the task. Discuss the firm's unique ability, if any, to professionally provide project management services.

Pricing:

Provide pricing for the Riparian Preserves' Landscaping as one price for the entire year (12 months). The pricing will be averaged out to a monthly price and payment by the Town will reflect the monthly pricing.

Graphic Material:

Provide graphic examples of projects completed by your firm that indicate the quality and character of your firm's work. Projects named in "Relevant Experience" above are of particular interest to the selection committee.

1.16.6 Solicitation Addendum Acknowledgement. Each Solicitation Addendum shall be acknowledged in the Proposal Section, which shall be submitted together with the Proposal on the Proposal due date and time. Failure to note a Solicitation Addendum may result in rejection of the Proposal.

1.16.7 Evidence of Intent to be Bound. The Proposal form within the Solicitation shall be submitted with the Proposal and shall include a signature by a person authorized to sign the Proposal. The signature shall signify the Proposer's intent to be bound by its Proposal and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Proposal.

1.16.8 Non-Collusion and Non-Discrimination. By signing and submitting the Proposal, the Proposer certifies that: the Proposer did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Proposal; and the Proposer does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, age, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.

1.17 **Inquiries**

1.17.1 Duty to Examine. It is the responsibility of each Proposer to examine the entire Solicitation, seek clarification (inquiries), and examine its Proposal for accuracy before submitting the Proposal. Lack of care in preparing a Proposal shall not be grounds for modifying or withdrawing the Proposal after the Proposal due date and time, nor shall it give rise to any Contract claim.

1.17.2 Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation should be directed solely to the Contact person listed on the cover page of the solicitation. The Proposer shall not contact or direct inquiries concerning this Solicitation to any other Town employee unless the Solicitation specifically identifies a person other than the Contact Person as a contact.

1.17.3 Submission of Inquiries. All inquiries except those at the Pre-Proposal Conference shall be submitted in writing and shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Proposal and not be opened until after the Proposal due date and time. Gilbert shall consider the relevancy of the inquiry but is not required to respond in writing.

1.17.4 Timeliness. Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least ten (10) days before the Proposal due date and time for review and determination by Gilbert. Failure to do so may result in the inquiry not being considered for a Solicitation Addendum.

1.17.5 No Right to Rely on Verbal Responses. A Proposer shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the Solicitation.

II. GENERAL CONDITIONS

2.1 Contract Term; Renewal. If funds for this Contract are not appropriated or budgeted by July 1, 2015, Gilbert may terminate this contract by giving written notice to Contractor. Otherwise, The Contract term commences upon execution of the Contract and continues through June 30, 2015. The Contract may be renewed for up to five (5) additional one-year terms upon mutual agreement of the parties. The Contract may be renewed upon written approval of Gilbert's Purchasing Officer if: (1) the renewal Contract amount does not exceed \$100,000; or (2) the original prices remain in effect during the renewal term. If at least 60 days prior to the end of the original term the Contractor requests a price adjustment, Contractor shall submit evidence of increased costs to the Contractor. Any price adjustment shall be in the sole discretion of Gilbert and shall not exceed the amount of increased cost to the Contractor. Price adjustment requests shall be a factor in the Contract extension review process. A price adjustment less than 10% of the original contract price may be approved by the Purchasing Officer. The Gilbert Council must approve renewal in all other cases. Any renewal shall be in

writing and shall expressly state the prices for the services during the renewal term. Any renewal shall be contingent on funds being appropriated or budgeted for the renewal term.

2.2 Bonds:

2.2.1 Bonds Required. Concurrently with the execution of the Contract, the Contractor shall furnish Gilbert the following Bonds, which shall become binding upon the award of the Contract to the Contractor:

A Performance Bond in an amount equal to fifty percent (50%) of the Contract amount conditioned upon the faithful performance of the Contract in accordance with Plans, Specifications and conditions thereof. Such Bond shall be solely for the protection of Gilbert.

A Payment Bond in an amount equal to fifty percent (50%) of the Contract amount solely for the protection of the claimants supplying labor or materials to the Contractor or his subcontractors in the prosecution of the Work provided for in such Contract.

2.2.2 Form. Bond forms to be executed are included with the Contract Documents. Each such Bond shall include a provision allowing the prevailing party in a suit on such Bond to recover as a part of this judgment such reasonable attorney's fees as may be fixed by a judge of the court. Each such bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1 of the Arizona Revised Statutes and any amendments thereto. The Bonds shall be made payable and acceptable to Gilbert. The Bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this State and the Bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official.

2.2.3 Contingent Award. Submittal of the required bonds as set forth in this paragraph is a condition precedent to this contract becoming effective.

2.3 Cooperative Use of Contract: Upon written approval of the Successful Proposer and Gilbert, this Contract may be tendered for use by other municipalities and government agencies.

2.4 Protests: Pursuant to the Municipal Code Section 2-365, a proposer may protest a solicitation or a contract award by filing a protest in writing with the purchasing officer not less than 72 hours before the closing date and time of the solicitation, or within 72 hours after issuance of a notice of apparent low responsive and responsible bidder, or a notice of intent to award. The protest shall include the following information: (1) the name, address and telephone number of the protester; (2) the signature of the protester or its authorized representative; (3) a

detailed statement of the legal and factual grounds of the protest, including copies of relevant documents.

III. SCOPE OF WORK

GENERAL CONDITIONS

Landscaping for Riparian Preserves is "as is" and conditions should be verified by Contractor prior to submitting bid based on current conditions.

3.1 DEFINITIONS For the purpose of this contract the following words or terms shall be defined as hereinafter set forth:

A. "Agreement", "Contract", or "Contract Documents" shall mean the Request for Proposals, the Contract, Information for Proposal Proposers, General Conditions, Standard Specifications, Proposal, Proposal Schedule, Proposal Security, Performance Bond, Labor and Material Bond, Contractor's Affidavit, Site Maps, and any addenda thereto.

B. "Gilbert" shall mean Gilbert, Arizona, its officers, employees or representatives.

C. "Contractor" shall mean the person, corporation, or partnership performing landscape maintenance services under contract with Gilbert.

D. "Debris" shall mean all litter, rubbish, leaves, sand, dirt, garbage, and other foreign material removable from the landscaped area.

E. "Work areas" shall be all real property included in the Site Map.

F. "Work" or "Project" shall mean all duties and obligations required to be performed by the Contractor under these Contract Documents.

3.2 BREACH OF CONTRACT

3.2.1 Material Terms All terms, conditions, and specifications of the contract are considered material, and failure to perform any part of the contract shall be considered a breach of contract.

3.2.2 Termination After Failure to Cure Breach Gilbert may, at its option, provide written notification to Contractor of Gilbert's intention to terminate the Contract if performance deficiencies are not cured within ten (10) calendar days from receipt of the letter or such other reasonable time as specified therein. Upon re-inspection, if the deficiencies have not been cured, the Gilbert Community Services Department Director

may provide written notice to Contractor directing it to immediately suspend all or a portion of the Work and that formal termination shall be effective in 30 days pending Council approval of such termination. Failure of Gilbert to terminate the Contract as provided in this paragraph shall not waive any right of Gilbert to any other remedy.

3.2.3 Other Remedies After written notice and opportunity to cure, if the cure is not accomplished within ten (10) calendar days from receipt of such notice, Gilbert may employ another Contractor to perform the work, and deduct the cost from any amount due or to become due the Contractor. If Gilbert's costs for performing the obligations of Contractor exceed the amount due the Contractor, Gilbert may collect the amount, either from the Contractor or surety bond or both, and also to assert a lien on all properties of the Contractor. Nothing herein shall be interpreted to prohibit the Gilbert pursuing any other legal remedy which it may have.

3.2.4 Bankruptcy In the event the Contractor shall be adjudged bankrupt, either by voluntary or involuntary proceedings, then this contract shall immediately be terminated, and, in no event shall the contract be treated as an asset of the Contractor after adjudication of bankruptcy.

3.3 WORKING DAYS

3.3.1 Working Days Contractor shall perform all work on Tuesdays and Thursdays, unless Gilbert's Contract Representative directs that Contractor shall perform all work Monday through Thursday. No work will be done on Saturday, Sunday or Gilbert Holidays unless approved by Gilbert's Contract Representative. Some Gilbert staff are directed to work a five-day work week, while others are directed to work a four-day work week. Gilbert staff schedules may affect Contractor schedules. Work is to occur at standard intervals (i.e. the same day of each week or month) unless approved otherwise by Gilbert. Work frequencies are specified on the Bid Form.

3.3.2 Holidays: The following is a list of holidays on which contract services will not be performed:

1. New Year's Eve from 12:00 Noon- December 31
2. New Year's Day- January 1
3. Martin Luther King, Jr. Day- Third Monday in January
4. President's Day- Third Monday in February
5. Memorial Day- Last Monday in May
6. Independence Day - July 4
7. Labor Day - First Monday in September
8. Thanksgiving Holiday- Fourth Thursday and the following Friday in November
9. Christmas Eve from 12:00 Noon- December 24
10. Christmas Day - December 25

3.3.3 Schedule Adjustments: When a holiday named herein falls on Sunday, it shall be observed on the following Monday; when a holiday named herein falls on a Saturday it shall be observed the preceding Thursday or Friday, or as directed by Gilbert's representative. During the week of a holiday, the Contractor shall adjust his weekly schedule so as to return to the normal weekly schedule the following week.

3.4 REWORK TIME LIMIT SCHEDULE

3.4.1 Correction of Deficiencies After receipt of notice from Gilbert of any deficiencies in the Work, Contractor shall have two working days to correct deficiencies in the Work; except as noted. Gilbert, in its discretion, may require a shorter Rework Time Limit to protect public health and safety, and may consent in writing to a longer Rework Time Limit for good cause shown. Gilbert shall extend the Rework Time Limit if any portion of the Rework Time Limit falls on a High Pollution Advisory Day.

3.4.2 Re-Inspection Gilbert will perform re-inspection of any deficiencies noted in an inspection report after the applicable rework time(s) has passed. Upon re-inspection, if Gilbert finds that any deficiencies remain, Gilbert, at its option, may assess a \$50.00 re-inspection fee that will be deducted from the next payment owed to Contractor. See Exhibit A for Inspection Report, the report can be submitted on the Town of Gilbert form or a comparable Contractor-generated form.

3.5 SCOPE OF WORK

3.5.1 Traffic Regulation

A. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COMPLY WITH THE CITY OF PHOENIX TRAFFIC BARRICADE MANUAL OR THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES ("MUTCD"), AS SPECIFIED BY GILBERT. THE CONTRACTOR SHALL PAY PARTICULAR ATTENTION TO PARKING VEHICLES AND EQUIPMENT OR MAKING INTERMITTENT STOPS IN ROADWAYS. THE CONTRACTOR SHALL MAKE EVERY EFFORT TO MINIMIZE INTERFERENCE WITH TRAFFIC PATTERNS. THE CONTRACTOR SHALL NOT PARK VEHICLES AND EQUIPMENT OR MAKE INTERMITTENT STOPS IN STREETS THAT ARE DESIGNATED AS ARTERIALS (e.g. Guadalupe Rd., Elliot Rd., Lindsay Rd. etc.) OR COLLECTORS (e.g. Burk Street, Houston Rd., Neely Rd., etc.)

B. CONTRACTOR MUST USE ARROW/MESSAGE BOARDS ON ALL STREETS AND ROADS. TRAFFIC CONTROL MUST BE USED AT ALL TIMES. ALL REQUIRED RIGHTS-OF-WAY AND TRAFFIC CONTROL PERMITS MUST BE OBTAINED FROM GILBERT TRAFFIC ENGINEERING

SECTION PRIOR TO PERFORMING ANY WORK IN THE
STREETS/ROADS/RIGHTS-OF-WAY.

C. CONTRACTOR SHALL NOT DRIVE OVER CURBS. SIDEWALKS, GRASS, GRANITE OR GRAYELLED AREAS ARE NOT TO BE USED FOR PARKING OR UNLOADING.

3.5.2 Special Work Gilbert may require the Contractor to perform work in addition to items specified in this contract including, but not limited to, repair of accidental damage or vandalism to landscaping or irrigation systems. Contractor shall prepare a change order and submit it to Gilbert for approval of such work.

3.5.3 Complete Service Required Contractor shall furnish all necessary labor, equipment, tools, fuel, materials, insurance, supervision, and all other items incidental thereto to perform the Work required under this Contract, unless otherwise specified in the Contract Documents.

3.5.4 Additions and Deletions Gilbert retains the right to delete or add maintenance areas and items to this contract, pursuant to a written change order.

3.5.5 Change Orders.

A. Change Orders shall be submitted and approved for all changes to the scope of work. A Change Order shall include an upward or downward price adjustment based on the contract unit prices if applicable, or other amount agreed upon by the parties. Any Change Order may be approved by the Parks and Recreation Director but must be ratified by the Town Council.

B. In the case of emergencies, the Contractor may proceed on verbal approval from the Parks and Recreation Director, or his designated agent, but the Contractor must submit a Change Order depicting work verbally approved.

3.5.6 Vandalism All cases of vandalism shall be reported to Gilbert within 24 hours from time of discovery, and Gilbert shall determine the course of action to be taken.

3.5.7 Damage by Contractor Contractor agrees that it shall replace, at no cost to Gilbert, all trees, shrubs and mechanical equipment, including sprinkler heads, back-flow valves and cages of Gilbert, damaged by Contractor or its employees, agents or sub-contractors and that such replacement shall be of comparable quality. Contractor shall notify Gilbert of damage upon discovery and replace any damaged item within 24 hours or other reasonable time agreed upon by Gilbert.

3.5.8 The landscaper is responsible for replacing, and replanting any landscape plants that are damaged due to negligence or carelessness, including damage from pruning, pesticides, equipment, or accidental removal, with comparable plants of equal value as agreed to by Parks and Recreation.

3.6 CONTROL OF WORK, MATERIAL AND WORKMANSHIP

3.6.1 Contractor's Equipment

A. The Contractor shall provide and maintain during the entire period of this contract, equipment sufficient in number, condition and capacity to efficiently perform the Work.

B. All vehicles must be maintained in good repair, appearance and sanitary condition at all times. Gilbert reserves the right to inspect the Contractor's vehicles at any time.

C. The Contractor shall furnish Gilbert with lists identifying all equipment to be used in fulfilling this Contract and notify the Manager of any additions or deletions. Any changes in the Contractor's equipment must have prior approval from Gilbert.

3.6.2 Equipment Identification Transport vehicles, towing vehicles, and equipment trailers used by the Contractor shall be clearly identified with the name of the company, address of local office and phone number of local office. The letters should be at least three inches high and of proportionate width.

3.6.3 Contractor's Quality Control The Contractor shall make regular inspections of the Work area for the purpose of quality control to maintain compliance with Gilbert's specifications. The Contractor's quality control inspector shall review inspection reports and make in-the field inspections of the Work before submitting an invoice to Gilbert for Work performed. See Exhibit A for Inspection Report, the report can be submitted on the Town of Gilbert form or a comparable Contractor-generated form.

3.6.4 Quality Assurance by Gilbert and Appeals

A. Gilbert will monitor the Contractor's performance by random sampling to insure Contractor compliance with the requirements of the contract. In addition, Gilbert will inspect all reported deficiencies. In the event a deficiency exists, the Contractor will be required to explain in writing why performance was unacceptable, how performance will be returned to acceptable levels, and how reoccurrence of the problem will be prevented in the future. The Contractor may not be paid for services not rendered in

accordance with the standards set forth in this Contract pursuant to Section 3.8.2 Deductions.

B. Gilbert's Contract Representative or his authorized representative will decide all questions which may arise as to the quality and acceptability of any work performed under the contract. The Contractor may appeal any decision to the Parks and Recreation Director, and must provide substantiating documentation in all appeals.

3.6.5 Contractor's Employees:

A. Identification Contractor will provide the name, address and a business phone number of all employees to Gilbert. Contractor's employees shall be required to wear a clean uniform bearing the Contractor's name. Employees who normally and regularly come into direct contact with the public shall bear some means of individual identification, such as a name tag or identification card. All employees shall be in possession of the necessary identification to comply with Federal laws.

B. Minimum Qualifications Contractor's employees shall have adequate experience and skill to perform the Work. Unless otherwise agreed to by Gilbert, at any time when Contractor is performing Work, Contractor shall bring a full team of workers as follows:

1. One full-time Field Supervisor The Field Supervisor must be available to address problems, conduct field inspections, and co-ordinate issues with Gilbert staff. The Field Supervisor should not engage in landscape maintenance work unless approved in advance by Gilbert. The Field Supervisor may be assigned as the quality control inspector for Contractor: The Field Supervisor must be able to speak, read and write in English and Spanish if Spanish- speaking Landscape Maintenance Workers are used for the Work. The Field Supervisor shall have a working cell phone with him during all regular Work hours so that he may be reached by Gilbert staff. Contractor is responsible for payment of all cell phone charges.

2. One full-time Work Crew Leader The Work Crew Leader must be available to instruct and assist Landscape Maintenance Workers with daily tasks. Work Crew Leader must also have the ability to identify plant species as specified by Gilbert personnel

3. Landscape Maintenance Workers Sufficient staff shall be retained to perform the Work to Contract specifications and standards. There shall be no less than 4 landscape maintenance workers PLUS one full-time work crew leaders present at all time. The minimum required is a total of 5 (4 workers plus 1 leader).

4. International Society of Arboriculture ("ISA") Certified Arborist(s) A Certified Arborist shall oversee all care of trees and bushes, including but not limited to planting, fertilization, disease control, trimming and pruning. A copy of the current certification must be provided to Gilbert as part of the bid package and at any time upon request. Contractor's workers shall not perform any trimming or pruning unless a Certified Arborist is present to observe the work as it is performed. The Certified Arborist shall conduct training of all workers in English or Spanish as necessary for a complete understanding prior to performing any Work. Records of the training provided to each person shall be provided to Gilbert.

5. ASPCC Licensee Contractor shall provide a worker licensed by the Arizona Structural Pest Control Commission to make any insecticide, pesticide, or herbicide applications to the Work areas if these services are included in the contract. Copies of the current licenses (applicator, qualifying party) must be provided to Gilbert as part of the proposal package and at any time upon request.

C. Driver's License Employees driving the Contractor's vehicles shall at all times possess and carry a valid vehicle operator's license issued by the State of Arizona which is proper for such vehicle.

D. Conduct Contractor's employees, officers and subcontractors shall not identify themselves as being employees of Gilbert. Employees shall conduct themselves in such a manner as to avoid embarrassment to Gilbert, and shall be courteous to the public.

3.7 LEGAL RELATION AND RESPONSIBILITY

3.7.1 Compliance with Law The Contractor shall be responsible for adhering to any and all Federal, State, and local laws, regulations and ordinances.

3.7.2 Licenses Contractor shall be responsible for obtaining and paying for any and all permits and licenses required to perform the provisions of this contract including a Gilbert business license.

3.7.3 Maintenance of Safe Premises

A. All Work areas shall be maintained to prevent the existence of hazards, such as holes, divots or voids in turf areas, and debris in traveled areas. Plant wells of removed plants and trees shall be filled to a level flush with adjoining landscape. For plants and trees that will not be replaced, the plant wells shall be permanently leveled and seeded to conform with adjacent landscaping. Temporary fills shall be maintained level until replanting occurs. Rigid protrusions from landscape sprinkling systems or any other features that may cause injury shall be immediately rectified or reported to Gilbert.

B. Contractor must notify Gilbert within 24 hours after discovering damages such as cracks or damage to concrete sidewalks or playground surfaces; border curbing displacement; cracks or damage to perimeter walls, damage to playground equipment, or damage to lighting fixtures.

3.7.4 Insurance Requirements Contractor is required to maintain insurance coverage throughout the term of this Contract until all work has been completed and the Project has been accepted by Gilbert. The insurance form attached to this contract, or a comparable form, will be required for use on this Project. Certificates of insurance acceptable to Gilbert and designating Gilbert as additional insured without offset against Gilbert's existing policy shall be filed with Gilbert prior to commencement of the Work. The insurance requirements are set forth in the Contract form

3.7.5 Contractor's Affidavit The Contractor shall submit a signed copy of the Contractor's Affidavit (as contained in this Contract) prior to final payment.

3.7.6 Indemnify and Hold Harmless

A. To the fullest extent permitted by laws and regulations, Contractor shall appear, defend, indemnify and hold harmless Gilbert and its officers, directors, employees and agents from and against all claims, costs, losses and damages (including, but not limited to, of attorney's fees and costs, and all court or arbitration or other dispute resolution costs) caused by, arising out of, or resulting from the performance of the work, or on account of any act, claim or amount arising or recovered from the Workers' Compensation law, or arising out of the failure of the Contractor, its employees or subcontractors to perform the work according to any statutes, ordinances, regulations, laws or court decree. It is the intent that Gilbert shall, in all instances, be indemnified against all liability losses and damages of any nature whatsoever, for or on account of any injuries to or death of persons or damages to or destruction of property belonging to any person arising out of or in any way connected with the performance of the work. This provision shall survive termination or cancellation of the contract documents. The fact that not every claim, cost, loss or damage incurred may be covered by Contractor's insurance does not diminish the indemnification obligation contained in this Section.

B. To the fullest extent permitted by law, Contractor agrees to appear, defend, indemnify, and hold Gilbert harmless for any and all costs of remediation of environmental contamination and from any and all claims, demands, actions, suits, proceedings, hearings, investigations, responsibility, liability, orders, injunctions, judgments, fines, damages and losses of any nature whatsoever (including attorney's fees and costs) arising out of or relating in any way to the performance of the work by Contractor, its employees or subcontractors under this Contract. These indemnities shall survive the termination of this Contract.

3.7.7 Non-Exclusiveness of Contract It is agreed that the Contractor shall not have the exclusive right during the term of this contract, and all renewals thereof, to maintain the Landscaped Areas.

3.8 PAYMENT

3.8.1 Monthly Invoices

A. Payment will be made on a monthly basis within 30 days after receipt of an itemized invoice from the Contractor and acceptance of the work by Gilbert, per the Contract prices (including changes authorized by valid change order) less any deductions. Invoices shall be submitted monthly. Invoices shall not be submitted for work that has not been accepted by the Town.

B. Gilbert reserves the right to deduct up to ten percent (10%) from the invoiced amount for any invoice submitted more than sixty (60) days after the Services are completed. Invoices for the month of July shall be submitted on or before August 1st. Invoices submitted after the close out of the fiscal year (August 1st) shall not be paid by Gilbert.

C. The Contractor shall provide to Gilbert its completed W-9 Form prior to receipt of any compensation.

D. Contractor will be responsible for and shall pay all sales, consumer, use and other taxes.

3.8.2 Deductions

A. In the event of failure of the Contractor to perform the work on the Work areas or any portion thereof in accordance with the specifications, Gilbert shall notify the Contractor in writing of any such deficiency and require correction of the deficiency within the time period specified in Section 2.4, Rework Time Limit Schedule, and Section 2.6.5, Contractor's Quality Control of the Contract Documents. If the deficiency is not corrected within the time specified in the notice, Gilbert will determine the deficient categories of the work and deduct payment for such categories of work from the payment due Contractor. Gilbert may also make deductions for failure to provide in whole the landscape services according to in Section 2.2.3, Breach of Contract of these Contract Documents.

B. For deficiencies in work, Gilbert will make deductions from payment based on the categories and unit prices specified in its price sheets, except Gilbert reserves the right to deduct up to 30% of the monthly unit price bid for Weed Control (Standard

Specification Section 3.5) in the event weed control is not performed to Gilbert standards during the months when weed growth is most rampant (February, March, April, May).

C. Contractor further specifically agrees as a condition of this Contract that if Gilbert reasonably finds that a category of work is in whole or in part deficient, and the Contractor has failed to timely cure such deficiency after notice, Gilbert may deem the entire category of work deficient for purposes of deductions from payment.

D. Gilbert in its sole discretion may consider the Contractor's original proposal estimates for purposes of calculating deductions from payment. Any decision of Gilbert concerning deductions is final.

E. In addition to or in lieu of the deductions set forth above, deductions from payment may be made for any of the following:

Action	<u>Deduction Amount:</u>
1. Gilbert re-inspection	\$50/re-inspection
2. Failure to respond to emergency calls within specified time	\$50/Event
3. Failure to correct deficiency within specified re-work time	\$50/day
4. Field Supervisor not available, or failure to	\$25/day
5. Handheld blowers blowing debris into the roadway	\$50/event

3.9 CONTRACTOR AND GILBERT COMMUNICATIONS

3.9.1 Local Office Throughout the term of this contract, the Contractor shall establish and maintain a local office within the Phoenix metropolitan area.

3.9.2 Gilbert Contact. Gilbert's point of contact will be the Parks and Recreation Manager, Doug Hurley, Rick Acuna or their authorized representative, in all matters pertaining to this Contract, including those having to do with communications to or from Gilbert.

3.9.3 Contractor's Contact.

A. Contractor's Managing Agent or the Managing Agent's authorized representative shall serve as the point of contact for dealing and communicating with the Contractor.

B. The Contractor shall supply, prior to commencing Work, the names and phone numbers at which the field supervisor can be reached during working hours. The Contractor will also supply a phone number in which the field supervisor, or his authorized

representative, can be reached during evenings, weekends, and holidays.

STANDARD SPECIFICATIONS

3.10 CLEANING

3.10.1 Cleaning

A. Contractor shall remove debris from all Work areas, including but not limited to, trash such as paper, cans, bottles, broken glass, animal waste, and dried or dead plants or parts of plants (leaves, fronds, branches, etc.) accumulated as a result of littering, wind or storms, and remove all weeds. Debris in and around storm water inlets, and storm drains shall be removed.

B. Notify Gilbert of graffiti, or damage.

C. All hard surface walkways, sidewalks, curb areas, patio areas, play slabs and courts shall be swept or blown free of debris in compliance with Dust Control requirements.

D. Gravel areas and granite areas shall be raked or smoothed, as needed.

E. Sand and wood chip areas around children's play areas shall be raked with all debris removed.

F. Raised median hardscape (concrete, pavers, stamped asphalt) shall be swept or blown clean, in compliance with the Dust Control requirements.

3.10.2 Storm Events The Contractor shall remove all fallen and or damaged trees along with all storm debris and make all necessary repairs to stakes and guys on trees within twenty-four (24) hours following a storm event, unless, due to unforeseen circumstances, the Contractor requests and is approved for a longer period of time by Gilbert.

3.10.3 Disposal All material collected shall be disposed of by the Contractor daily and in accordance with all Gilbert, County, State and Federal requirements. Debris shall not be disposed of at temporary storage sites unless approved by Gilbert. If temporary storage is approved, debris is to be removed to the point of final disposal the same day. All sidewalks are to be cleaned as a part of routine maintenance work.

3.11 DUST CONTROL

3.11.1 County Regulations Contractor shall undertake dust control measures to

comply with Maricopa County Bureau of Air Control Rules and Regulations.

3.11.2 High Pollution Advisory Days Contractor shall not operate any blower, including any leaf blower, except while in vacuum mode on any High Pollution Advisory Day forecast by the Arizona Department of Environmental Quality ("ADEQ"). If Contractor has scheduled blowers to be used, and a High Pollution Advisory Day is forecast by the ADEQ, Contractor shall re-schedule the use of blowers to the next non-High Pollution Advisory Day at no additional cost to Gilbert, and advise Gilbert of the change in schedule. It is the Contractor's responsibility to be aware of forecast status and to communicate this information to all work crews.

3.11.3 Public Roadways Contractor shall not blow landscape debris onto public roadways at any time. With approval of Gilbert, Contractor may blow debris onto fixed locations in parking lots for ease of immediate cleanup.

3.11.4 Stabilized Surfaces Contractor shall not operate a blower, including any leaf blower, except on surfaces that have been stabilized with asphaltic concrete, cement concrete, hardscape, penetration treatment of bituminous material and seal coat of bituminous binder and a mineral aggregate, decomposed granite cover, crushed granite cover, aggregate cover, gravel cover, or grass or other continuous vegetative cover, or any combination of those stabilizers.

3.11.5 Parking Lots Entrances and Right of Ways Tree and shrubs in Parking Lots, Entrances and Right Of Ways shall be shaped and pruned as necessary to maintain a healthy, natural-shaped plant, to stimulate growth, to maintain growth within space limitations. Shrubs and trees shall not be pruned or trimmed into balls, squares, or other geometric shapes.

3.12 MOWING

3.12.1 Cleaning Prior to mowing, the area shall be cleaned and free of all debris.

3.12.2 Bermuda Grass:

All lawns within Work areas shall be mowed evenly and edged to a cutting height of one inch+/- one quarter (1/4) inch, and maintained, generally, to the following schedule:

April 1 through May 15: Lawns shall be mowed and edged at least once per week.

May 16 through September 30: Lawns shall be mowed and edged at least once per week. Lawns shall be mowed as frequently as required to ensure that the maximum height of the grass shall not exceed two (2) inches.

October 1 through March 31: Lawns shall be mowed as frequently as required to ensure that the maximum height of the grass shall not exceed two (2) inches.

A. Mowing equipment for Bermuda grass shall be rotary type. Mower blades shall be sharp, and mowing should be conducted to avoid following the same pattern for each mowing. Bermuda grass clippings do not need to be removed as debris. Excessive clippings shall be dispersed or removed.

3.12.3 Edging Lawn edging shall be done at time of mowing. A standard power edger is to be used. Level edging is required, not chamfered. Level edging shall be used at curbing, sidewalks, dry well heads, irrigation boxes, concrete back flow footings, mail station footings, around wells for trees and bushes and the like.

3.12.4 Irrigation System Damage. Any damage to the irrigation system, including but not limited to sprinkler heads, caused by Contractor while mowing or edging or other Work shall be repaired by Contractor at its own expense. Gilbert has discretion to determine whether damage was caused by Contractor's employees, which discretion must be reasonable and based on evidence.

3.13 CHEMICAL CONTROL OF LAWN

3.13.1 If Contractor uses chemical control of lawns in lieu of or in addition to edging, herbicides shall not be applied more than a twelve inch (12") distance out from chain link fences, sign posts, or play equipment. Chemical control shall not be sprayed on any trees. Contractor shall follow all procedures for herbicide applications in accordance with law and is responsible for proper herbicide applications as set forth below.

3.13.2 Contractor shall not use any chemical to edge turf areas; all areas must be level edged only

3.14 WEED CONTROL

3.14.1 Certified Applicator Contractor shall provide an employee or agent licensed by the Arizona Structural Pest Control Commission to make herbicide, insecticide, fungicide, pest control or similar applications.

3.14.2 Lawns Weeds in lawn areas shall be controlled in such a manner and at

such intervals that their height does not exceed three inches (3") in height.

3.14.3 Weed Free Planters, ground cover, gravel cover, bare dirt, and desert landscape areas shall be kept free of grasses and weeds, as determined by Gilbert personnel. Only mechanical means of weed control may be used along trails and habitat areas.

3.14.4 Herbicide Schedule

A. Pre-Emergent Weed Control in Non-Turf Areas: Weeds shall be controlled with herbicide at least two (2) times per year (Spring & Fall) along the Guadalupe and Greenfield frontages, after consultation with Gilbert personnel.

B. Post-Emergent Weed Control: Herbicides are to be used if needed, after consultation with Gilbert.

3.14.5 Procedures for Herbicide Applications. The Contractor shall submit a schedule for herbicide applications, and receive approval for the schedule, prior to commencing Work. Schedule will include the type of herbicide(s) to be used and the proposed date and rate of application. Gilbert reserves the right to accept, reject, or modify the type of herbicides to be used and the herbicide schedule. The herbicides must be effective for the type of noxious weeds being treated. The Contractor shall furnish all equipment and labor necessary for the herbicide applications. Gilbert will purchase and provide herbicides. Any unused herbicides are to be returned to Gilbert.

3.14.6 Proper Herbicide Applications. The Contractor shall be responsible for the application of all herbicides and chemicals in accordance with law. The Contractor shall use legally approved chemical herbicides in proportions to the manufacturer's recommendations. Plants killed or severely damaged by the use of herbicides shall be replaced immediately at no cost to Gilbert, with a comparable size and quality nursery stock. The treated soil of the affected plant(s) and planting pit shall be treated with activated charcoal and other soil amendments required to enhance the potential survival and growth of the existing or replacement plants. The treatment and materials shall be furnished at no cost to Gilbert.

3.14.7 Herbicide use by the landscape contractor shall be restricted to the public rights-of-way, such as the areas between the street curb and sidewalk, and 1-foot from the edge of the sidewalk and the Preserve along Guadalupe and Greenfield Roads, and the parking lot and within 1 foot of the sidewalks within the front entrance.

A. Herbicide use is not permitted within gardens, along trails, and other

habitat areas, or near water features. Such areas require removal of weeds by mechanical means.

B. (Please refer to map showing areas where use of herbicides is permitted.)

C. Parks and Recreation shall approve the types of herbicides for use in the Riparian Preserve. Only those herbicides that pose minimal or no threat to wildlife shall be approved for use.

3.14.8 Non-native plant species including, but not limited to, salt cedar, Russian thistle, Bermuda grass, and buffalo grass often out-compete native plant species and degrade wildlife habitat. In some instances, weedy native plant species such as desert broom may out-compete native plants of higher wildlife value. Plants identified as weeds by Parks and Recreation should be controlled or removed in order to preserve native plants and wildlife habitat. The landscape contractor must have at least one representative at the site/s capable of learning, identifying, and communicating the differences between weeds and desirable plants as determined by the Naturalist. Except for designated areas along streets and the parking lot, weeds will be removed by use of hand tools, rather than herbicides, to avoid harming sensitive plants and wildlife.

3.15 TREE CARE

3.15.1 Parking Lots Entrances and Right of Ways Tree and shrubs in Parking Lots, Entrances and Right Of Ways shall be shaped and pruned as necessary to maintain a healthy, natural-shaped plant, to stimulate growth, to maintain growth within space limitations. Shrubs and trees shall not be pruned or trimmed into balls, squares, or other geometric shapes.

3.15.2 Certified Arborist to Oversee All care of trees, including but not limited to planting, fertilizing, trimming and pruning, and disease control by Contractor, must be overseen and/or performed by an ISA Certified Arborist in accordance with ISA standards and as trained by Gilbert personnel for on-site practices. The Arborist shall oversee such care while the work is being performed.

3.15.3 Approved Tree Care Practices: All care of trees and shrubs including, but not limited to, planting, fertilizing, trimming and pruning, and disease control shall be performed in accordance with ISNANSI standards and on-site practices determined by Gilbert personnel. If there are conflicting standards, the Gilbert on-site practices will apply. Trees are to be maintained in such a way as to mimic naturally occurring

community structure of the Sonoran desert and Southwest riparian forest. All pruning practices should be done to protect the integrity of the habitat.

- A. Crown Cleaning: Remove all dead, dying, diseased, interfering, objectionable, and weak branches of 1 inch diameter at the branch collar or larger. Not more than 25% of the crown shall be removed within an annual growing season.
- B. Crown Raising: Remove under branches to permit clearance of approximately eight (8) feet over any sidewalk, walkway or pedestrian path. Approximately fourteen (14) feet over any driving trail, street or median. Not more than 25% of the crown shall be removed within an annual growing season
- C. Crown Thinning: Remove all interior interfering branches, and one of all crossed or rubbing branches where practicable so the removal thereof will not leave large holes in the general form of the tree. Not more than 25% of the crown shall be removed within an annual growing season.
- D. Crown Reduction, or Crown Shaping: Perform to decrease the height and/or spread of a tree. Through selective pruning of branch around the outer edge of the tree, and maintain the natural shape of the tree. Not more than 25% of the crown shall be removed within an annual growing season.

3.15.4 Prohibited Tree Care Practices:

- A. Topping: This practice is not to be performed. This refers to the drastic removal of large branches with little regard for location of the pruning cuts.
- B. Pollarding: This practice is not to be performed. This refers to cutting back branches to a selected point of fixed height, but continuing to cut the branches every year or every other year to create a compact canopy.
- C. Lions Tailing: This practice is not to be performed. This refers to removing all or most secondary and tertiary branches from the interior portion of the crown, leaving most live foliage at the perimeter of the canopy.

- D. Excessive Tree Raising, or Excessive Pruning: This practice creates problems with the tree and its natural growth habits.

3.15.5 General Care. Contractor shall maintain trees in a healthy, growing condition by performing necessary operations, including the following:

- A. Tree Wells: All tree wells will be maintained for retention of water. In turf areas, an area of no growth extending approximately twelve inches (12") in diameter around tree trunks or shrubs shall be maintained.
- B. Branch Removal: Removal of branches overhanging sidewalks, walkways and pathway of a half inch (1/2) diameter or less, to remove trunk suckers and water sprouts especially where they are present below the lower one third (1/3) of the tree.
- C. Staking and Guying: Stakes and guys on trees are to be inspected and repaired as needed or immediately following a storm event. Stakes and guys are to be adjusted or removed as necessary. Any new staking or guying needed shall be considered incidental to this contract including the purchase of guy wire (except in cases of reported vandalism) and not an extra paid for by Gilbert. All tree stakes, guys and ties shall be maintained to properly support the tree. They shall be inspected a minimum of once every sixty (60) days to prevent girding or chafing of trunks or branches or rubbing which may cause bark wounds.
- D. Hazardous Trees: If a tree possesses a structural defect that may cause the tree or part of the tree to fall on someone or something of value (referred to as the "target") and the condition is determined to be imminent, the Contractor will notify the Town of Gilbert in writing, so it can be evaluated for abatement.
- E. Newly Planted Trees: Newly planted trees will be maintained with a minimum of 60% of its crown.
- F. Mature Trees: Mature trees will be maintained to keep the bottom of the crown a maximum of eight feet from grade.
- G. Tree Crowns: Not more than 25% of the crown shall be removed within an annual growing season. The percentage and distribution of foliage to be removed shall be adjusted according to the plant's species, age health and site. *(The crown is defined as the leaves and branches of a tree measured from the lowest branch on the trunk to the top of the tree.*

Example: A ten foot tree should have six feet of crown covering, and no more than four feet of trunk visible.)

- H. Tree Removal. Contractor shall inform Gilbert in writing of any dead, dying or diseased trees that may need to be removed. Gilbert will inspect said tree and then make a decision on how to proceed. Gilbert designee is to be notified prior to tree removal.
- I. The landscape contractor shall perform tree maintenance in accordance with recognized arborist practices. Practices such as stubbing, topping, or lion-tailing are prohibited. When pruning of trees and shrubs and other plants is necessary to maintain trail access, safety, and wildlife habitat, plants shall be pruned in such a way that preserves their natural shape, appearance and growth habits. Plants shall be pruned in such a way that maintains the health and longevity of the plant, and preserves the plant's value to wildlife. If a desirable plant's growth is healthy, and is not impeding access, causing a safety issue, harming other plants or wildlife, or causing similar concern, it shall be allowed to grow naturally until it is determined otherwise by Parks and Recreation.

3.16 SHRUB CARE

3.16.1 Trimming and Pruning:

- A. Frost Damage: All frost damage shall be removed in the spring (between March 15th and April 15th) unless directed otherwise by Gilbert's representative. Gilbert may specify other shrubs to be cut back annually by the contractor.
- B. Pruning Schedule: The Contractor shall notify Gilbert of its intent to prune or trim in advance and provide a proposed schedule. This schedule shall include identification of the shrubs to be trimmed and proposed dates. Gilbert reserves the right to accept, reject or modify this schedule.

Contractor shall perform additional trimming as necessary to meet the standards set forth in this Section.

3.1.1 Parking Lots Entrances and Right of Ways Tree and shrubs in Parking Lots, Entrances and Right Of Ways shall be shaped and pruned as necessary to maintain a healthy, natural-shaped plant, to stimulate growth, to maintain growth within space limitations. Shrubs and trees shall not be pruned or trimmed into balls, squares, or other geometric shapes.

3.1.2 Specific Trimming Requirements. Pruning shall be done on an as needed basis only, as directed by Gilbert personnel. The intent of this style of pruning is to maintain the natural plant appearance. Shrubs are intended to fill planting spaces as much as possible. Shrubs on slopes are not to be pruned or shaped, but are to be allowed to spread naturally.

- A. Shape Shrubs are not to be trimmed into a geometric shape. No more than a third (1/3) of the annual growth shall be trimmed.

- (1) Setback. All shrubs and bushes shall be trimmed to maintain a distance of one foot from sidewalks, one (1) foot from back of curb, and a distance of two to three (2-3) feet from adjacent walls.

- B. Visibility All plantings shall be trimmed so as not to conflict with pedestrian or vehicular traffic and to maintain clear, safe visibility distances. Gilbert reserves the right to determine if visibility is satisfactory. All shrubs and bushes located within the "sight distance triangle" shall be maintained at a maximum of twenty four (24) inches above height of grade (street) surface, unless otherwise directed by Gilbert's representative.

- C. Weeds. Shrubbery is to be kept free of weeds, grasses, tree suckers and debris.

3.1.3 Encroaching Vegetation. Contractor shall maintain Encroaching Vegetation to Gilbert's property line. In the event the Encroaching Vegetation has not previously been maintained to Gilbert's property line or has significantly intruded over Gilbert's property line (such as a large overhanging tree), Gilbert may approve trimming of such Encroaching Vegetation as Extra Work. Following the initial pruning event approved as Extra Work, Contractor shall maintain the Encroaching Vegetation as part of the regular monthly Contract expense.

3.2 PEST CONTROL

3.2.1 Spraying or Dusting Spraying or dusting shall only be required when necessary to prevent a plant or tree from being damaged by an organism that can normally be controlled only by spraying or dusting. When spraying or dusting is required, special care shall be exercised to prevent unnecessary discomfort to the people in the area. When spraying or dusting, the instructions on the label shall be followed explicitly and special care shall be exercised in application.

3.3 REPLANTING AND REPLACEMENT OF PLANTS

3.3.1 Report Contractor shall notify Gilbert within 24 hours upon discovery of any damaged or badly distressed plants, including lawns, shrubs, trees, and other vegetation.

3.3.2 Replacement. Whenever a plant, shrub, or tree dies as a result of vandalism, storm damage, age, or uncontrollable pest or disease or other cause beyond the control of the Contractor, Gilbert may, at its option and expense, furnish a replacement, for said plant, shrub, or tree. If the plant, shrub or tree dies as a result of neglect, inadequate care or inadequate maintenance by Contractor, the replacement item and required labor shall be provided by the Contractor at his expense. All replacement plants furnished by Contractor must be of equivalent size, quality, and species as the original. Gilbert, at its sole discretion, shall determine whether a plant, shrub or tree needs to be replaced and the Contractor shall obtain Gilbert's approval before replanting.

3.3.3 Damage to Plants The landscaper is responsible for replacing, and replanting any landscape plants that are damaged due to negligence or carelessness, including damage from pruning, pesticides, equipment, or accidental removal, with comparable plants of equal value as agreed to by Parks and Recreation.

3.3.4 The contractor shall seasonally assist Parks and Recreation with the planting of trees and other plant material in the Riparian Preserve for the purposes of improving wildlife habitat, educational opportunities, and aesthetics. This may include transporting plant material within the site, digging holes, installing plants, replacing soil, raking, and returning disturbed areas to their former appearance.

3.4 FERTILIZING

3.4.1 The Contractor shall submit a schedule for fertilization of contracted areas and receive Gilbert approval prior to commencing work. Fertilizer shall be applied at least three (3) times per contract year for turf areas. Schedule shall include the type of fertilizer to be used and the proposed date and rate of application. Gilbert will purchase and supply the type and quantity of fertilizer material needed and will distribute per scheduling. Gilbert reserves the right to accept, reject or modify this fertilization schedule.

3.5 TURF IRRIGATION SYSTEM.

3.5.1 Repairs.

- A. Damage by Contractor Any damage to the irrigation system caused by the Contractor or their equipment or while performing routine maintenance shall be repaired by the Contractor with no charge to Gilbert. All repairs shall be made between one watering cycle and the next; if these repairs can't be made in that time frame, notice shall be given to Gilbert in writing.
- B. Vandalism. Damage caused by vandalism or accidental damage caused by others shall be reported within 24 hours to Gilbert. Labor and materials to perform repair is an extra charge and it shall be paid by Gilbert upon authorization. Gilbert will establish the process for providing materials to the contractor. Gilbert reserves the right to have these repairs made by an independent contractor or to be made by Gilbert.
- C. Repairs Classified as Extra Work. Replacement of valves, repair of damages by root damage, and replacement of shutoff valves and sprinkler heads are classified as Extra Work. Cost of labor and materials to perform the repairs is an extra charge and shall be paid by Gilbert. Gilbert reserves the right to have these repairs made by an independent contractor or by Gilbert.
- D. Controllers. Controllers that are not in proper working order shall be reported to Gilbert and Gilbert representative shall determine if the controller shall be repaired or replaced. Cost of labor and materials to perform the repairs is an extra charge and shall be paid by Gilbert upon authorization. Gilbert reserves the right to have these repairs made by an independent contractor or by Gilbert.
- E. Emergency Repairs. Emergency repairs shall be made within 24 hours of the emergency shutoff or on the next business day.
- F. Repair Products. Irrigation system repairs shall be made with the same brand, make, and model of component, unless otherwise directed by Gilbert's representative.

3.5.2 Shut Offs. When it is deemed necessary to turn off an irrigation system (or any water source), Gilbert shall be notified within 24 hours of the system

having been turned off. If Gilbert or its representative turns off any irrigation (or any water source) for any reason, Gilbert shall notify the Contractor within 24 hours or on the next business day.

3.6 RIPARIAN PRESERVE SPECIFIC MAINTENANCE REQUIREMENTS

3.6.1 Birds' Nests Including, but not limited to, state and federally-protected species may not be disturbed. Trees with active bird nests may not be trimmed until the young have fledged and the nest is no longer in use, as determined by Gilbert personnel. Any disturbance of an active nest must be immediately reported to Gilbert personnel. This protection must be followed throughout the entire preserve.

3.6.2 Trail specifications:

A. Public Works Wastewater operations require that road width and vehicle clearance under tree canopy be maintained to allow necessary vehicle and equipment access along the facility's roads and trails. Specifically, the main road from the double gate off of the SRP canal to the water distribution station, south and west to the double gate off of Greenfield Road are to be maintained at 14 feet wide and 10 feet high. Entry points for tractors into recharge basins are similarly maintained.

B. All other roads accessed by Gilbert authorized passenger vehicles are maintained at 10 feet high by 10 feet wide.

C. Small foot paths including the Owl's Clover Trail and the park areas (ethno botanical garden, pollinator gardens, and the desert trails from the overlook to the fishing lake) are designated for pedestrian access only and are maintained in such a way that also protects wildlife habitat, plant collections, and educational features.

D. Small, ecologically sensitive areas such as the Pollinator Gardens are maintained exclusively by staff and volunteers under the supervision of the Naturalist. (Please refer to maps of the Preserve that identify specifications for individual trails.)

3.6.3 The intermittent stream:

Parks and Recreation is responsible for maintaining the stream channel and vegetation along the intermittent stream that delivers water to Pond 6. Maintenance will be scheduled sometime when the volume of wastewater delivered to the Preserve is low (summer months), and the stream may be turned off so that cattail roots may be removed effectively by hand by the Contractor. Parks will avoid clearing streamside vegetation during the months of April through June, when the highest songbird nesting activity

occurs, and also avoid disturbing any nests during scheduled maintenance.

3.6.4 Maintenance of vegetation and protection of wildlife:

Any necessary pruning will avoid disturbance to bird nests or those of other wildlife including mammals and reptiles. Maintenance practices will also avoid removing excessive amounts of vegetation that would result in exposure of nests and/or young to weather and predators. Accidental disturbance of nests will be communicated immediately to Gilbert personnel so that the nest may be repositioned or so the young may be rescued and transported to a wildlife rehabilitator by Gilbert personnel, whichever the Naturalist or their alternate deems necessary.

3.6.5 Landscape and vegetation character:

The landscape character of the Riparian Preserve is intended to represent naturally-occurring plant communities native to the Sonoran desert, including Cottonwood-willow riparian forest, mesquite bosque, aquatic plant communities, Arizona Upland, and Lower Colorado River Valley plant communities for the purposes of providing wildlife habitat and public environmental education. The plant life and habitat shall be maintained in such a way that preserves native biological diversity and promotes appreciation for the unique character of the Sonoran desert region.

Exhibit F**TOWN OF GILBERT- RIPARIAN PRESERVE INSPECTION REPORT**

COMPANY NAME

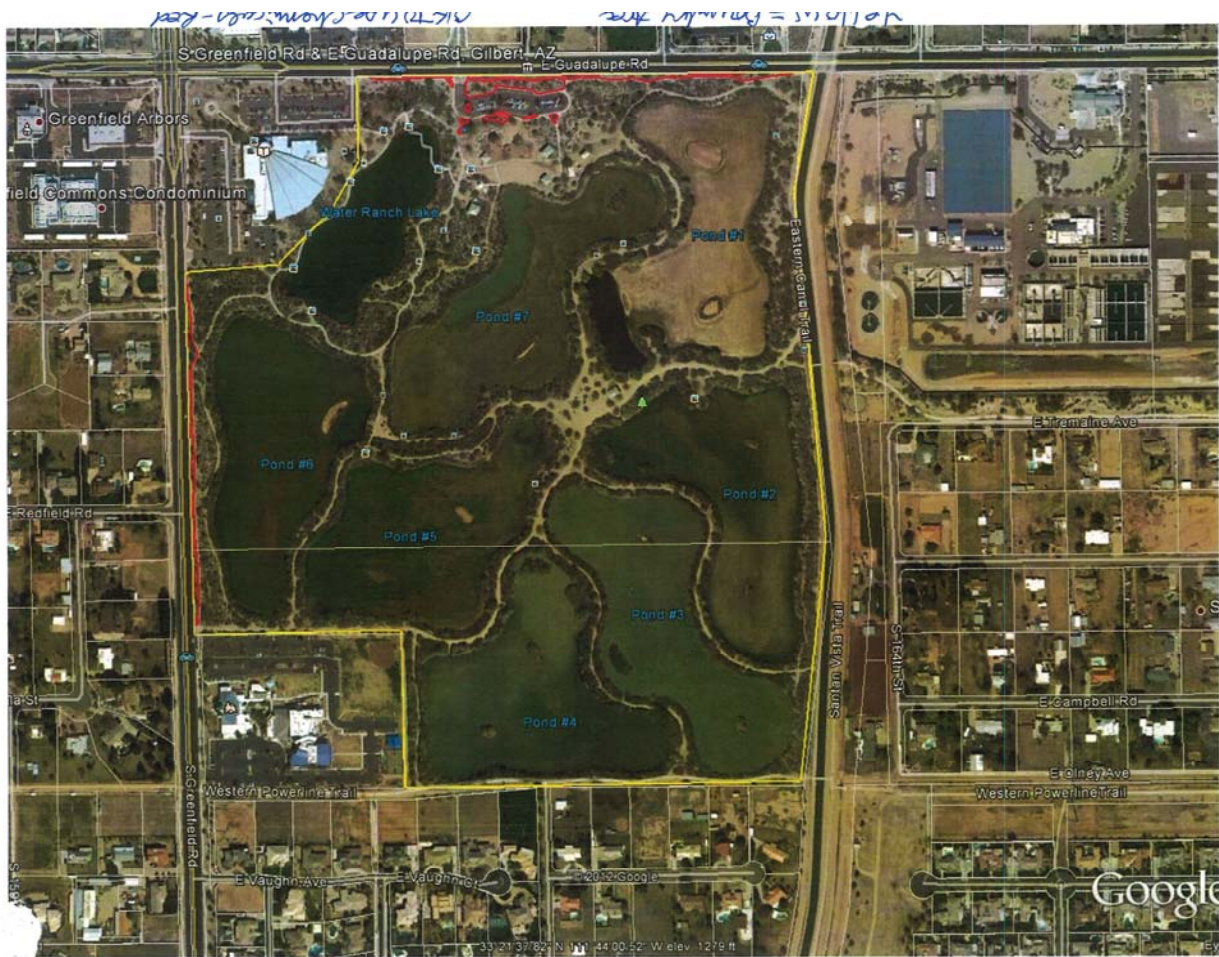
INSPECTOR

DATE
LANDSCAPE MAINTENANCE QUALITY ASSURANCE

WEED CONTROL	YES	NO	Notes
Grass			
Granite			
Trees & Shrubs			
Groundcover			
TREES & SHRUBS	YES	NO	Notes
Vitality			
Appearance			
Staked & Guyed			
Trimmed			
Disease or Browning			
PEST CONTROL	YES	NO	Notes
Insects			
Rodents			
CLEANLINESS	YES	NO	Notes
Granite			
Turf			
Litter			
Sidewalk			
MOWING	YES	NO	Notes
Height			
Vitality			
Appearance			
Edging			
Disease or Browning			
DAMAGE	YES	NO	Notes (Report within 24 hours)
Vandalism			
Other			

Exhibit G
Riparian Preserve Maps

Riparian Preserve at Water Ranch, 2757 E. Guadalupe Road

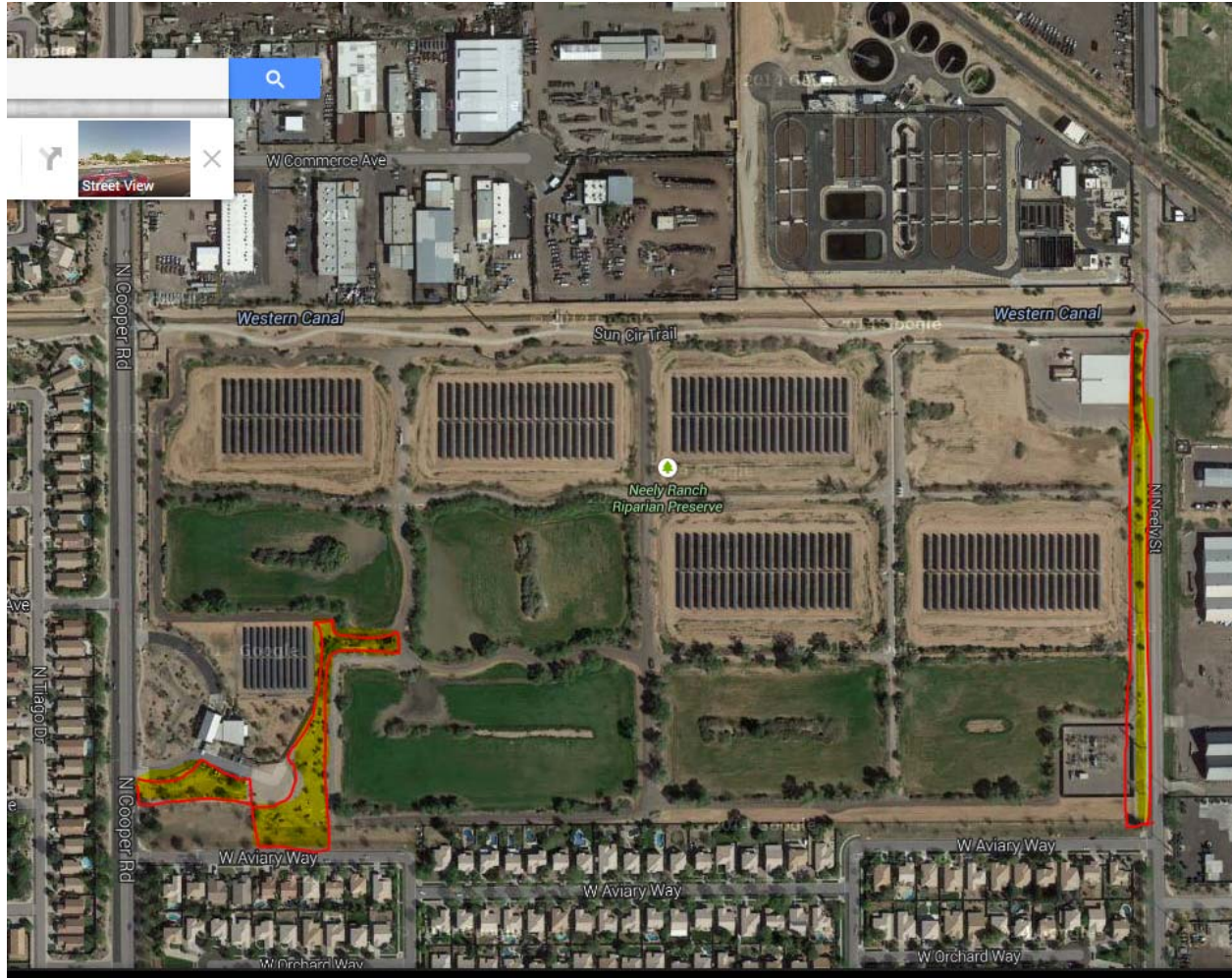


Key:

Yellow line is Preserve Boundary Lines

Red indicates areas that may be chemically treated in accordance with the Scope of Work

Riparian Preserve at Neely Ranch, 215 N. Cooper Rd, Gilbert, AZ



Key:

Yellow line is Preserve Boundary Lines

Red indicates areas that may be chemically treated in accordance with the Scope of Work

ATTACHMENT 1 – PROPOSER’S PROPOSAL

IV. PROPOSER’S PROPOSAL

4.1 Proposer’s Proposal: For the proposal opening December 15, 2014 for Riparian Preserve Landscape services Solicitation 2015-5002-0522.

4.2 Covenant Clause: It is expressly agreed by Proposer that these covenants are irrevocable and perpetual.

4.3 Conditions Accepted: The undersigned Proposer declares that before preparing this proposal, he or she has read the Proposal Documents carefully, and that this proposal is made with full knowledge of the kind, quality and quantity of services to be furnished by signing this proposal. Proposer agrees to all conditions contained in the Proposal Documents.

4.4 Proposal Price: _____

Provide pricing for the Riparian Preserves Landscaping as one price for the entire year (12 months). The pricing will be averaged out to a monthly price and payment by the Town will reflect the monthly pricing.

4.5 Contract Acceptance: Proposer proposes and agrees that if this proposal is accepted, he or she will enter into a contract with the Town of Gilbert within ten (10) days after Gilbert’s acceptance of this proposal at the listed scheduled price.

4.6 Affidavit: The following affidavit is submitted by the Proposer as part of this proposal:

The State of Arizona)
) ss.
Maricopa County)

The undersigned deponent, of lawful age, being duly sworn upon his oath, deposes and says:

That he/she has lawful authority to execute the within and foregoing proposal; that he/she has executed the same by subscribing his/her name hereto under oath for and on behalf of said Proposer; that Proposer has not directly or indirectly entered into any agreement, express or implied, with any Proposer or Proposers, having for its object the controlling of the price or amount of such proposal or proposals, the limiting of the proposals or the Proposers, the parceling out to any Proposer or any other person of any part of the contract or any part of the subject matter of the proposal or proposals or of the profits thereof, and that he/she has not and will not divulge the sealed proposal to any other person whatsoever, except those having a

partnership or financial interest with him and said Proposer, until after the sealed proposal or proposals are open.

That Proposer has received and reviewed all Addenda Nos. _____ issued for this Proposal. (Proposer's failure to list all Addenda numbers issued shall be grounds for rejection of the Proposal).

Name

Title

SUBSCRIBED AND SWORN TO BEFORE ME this ____ day of _____,
20__, by _____.

Notary Public

My Commission Expires:

ATTACHMENT 2 - PROPOSAL BOND

(Surety Bond)

KNOW ALL MEN BY THESE PRESENTS:

That we, _____,
(hereinafter "Principal"), and the _____, a
corporation duly organized under the laws of the State of _____, duly licensed in and
holding a certificate of authority to transact surety business in the State of Arizona issued by the
Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, (hereinafter
"Surety"), as Surety, are held and firmly bound unto Gilbert, a municipal corporation as Obligee,
in the sum of ten percent (10%) of the amount of the bid included in the proposal, submitted by
the Principal to the Mayor and Council of Gilbert, for the Work described below, for the
payment of which sum, well and truly to be made, the said Principal and the said Surety, bind
ourselves, our heirs, executors, and administrators, successors and assigns, jointly and severally,
firmly by these presents, and in conformance with A.R.S. § 34-201.

WHEREAS, the Principal is herewith submitting its Proposal for _____
_____.

NOW, THEREFORE, if Gilbert shall accept the Proposal of the Principal and the
Principal shall enter into a Contract with Gilbert, in accordance with the terms of such proposal
and give the Bonds and Certificates of Insurance as specified in the Specifications with good and
sufficient surety for the faithful performance of the Contract and for the prompt payment of labor
and material furnished in the prosecution of the Contract, or in the event of the failure of the
Principal to enter into the Contract and give the Bonds and Certificates of Insurance, if the
Principal pays to Gilbert the difference not to exceed the penalty of the bond between the amount
specified in the Proposal and such larger amount for which Gilbert may in good faith Contract
with another party to perform the Work covered by the Proposal, then this obligation is void.
Otherwise it remains in full force and effect provided, however, that this Bond is executed
pursuant to the provisions of Section 34-201, Arizona Revised Statutes, and all liabilities on this
Bond shall be determined in accordance with the provisions of the Section to the extent as if it
were copied at length herein.

This Surety Bond shall not be executed by an individual surety or sureties, even if
the requirements of A.R.S. Section 7-101 are satisfied.

Signed and sealed this _____ day of _____, 20____.

Principal

Title

Witness:

Surety

Witness:

Title

Address of Surety:

* Attach Power of Attorney

TOWN OF GILBERT, ARIZONA

Contractor Name: _____

(Name of Parties Authorized)

1. The CONTRACT
2. The Bond
3. Payrolls
4. Claims
5. CHANGE ORDERS
6. All other papers necessary for the conduct of the corporation's affairs and the execution of the CONTRACT

STATE OF _____)
) ss.
County of _____)

**ATTACHMENT 4 - AUTHORIZATION FOR RELEASE OF PERFORMANCE
INFORMATION**

TOWN OF GILBERT, ARIZONA

I, _____, the undersigned, on behalf of _____
(this company), do hereby consent and authorize all those companies and government entities
listed in my Proposal and any other government entity for whom this company has performed
professional services, to disclose and release to the Town of Gilbert, or their representatives,
information, records and opinions concerning this company's professional services performance.

The purpose of this disclosure is to provide references to the Town of Gilbert.

_____ hereby waives any claim it may have against the Town of
Gilbert or any company or entity providing information to the Town of Gilbert by reason of any
information being disclosed or opinions provided regarding the actions or performance of this
company.

This authorization for disclosure of information is effective for six (6) months.

This consent or copy of this authorization shall be as valid and effective as the original.

Dated: _____

By: _____

ATTACHMENT 5 - REFERENCES

PLEASE LIST THE NAME, ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER FOR FIVE (5) ORGANIZATIONS FOR WHOM YOUR COMPANY HAS PROVIDED SERVICES OF A SIMILAR SIZE AND SCOPE WITHIN THE PAST 36 MONTHS. **These references may be checked, so please make sure all information is accurate and current.**

A. **ORGANIZATION:** _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

CONTACT: _____

TELEPHONE NUMBER: _____

DATE OF CONTRACT INITIATION: _____

TYPE OF SERVICES PROVIDED: _____

B. **ORGANIZATION:** _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

CONTACT: _____

TELEPHONE NUMBER: _____

DATE OF CONTRACT INITIATION: _____

TYPE OF SERVICES PROVIDED: _____

C. **ORGANIZATION:** _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

CONTACT: _____

TELEPHONE NUMBER: _____

DATE OF CONTRACT INITIATION: _____

TYPE OF SERVICES PROVIDED: _____

Attachment 6 Agreement For Services (for reference only, do not complete)

AGREEMENT FOR SERVICES

Contract No. 2015-5002-0522

THIS Agreement is entered into as of this ____ day of _____, 20____, by and between the Town of Gilbert, Arizona, a municipal corporation, hereinafter referred to as the “Town” and _____, hereinafter referred to as the “Contractor.”

FOR THE PURPOSE of providing Riparian Preserve Landscape Services for the Town of Gilbert, Gilbert and Contractor do hereby mutually agree to the following:

1. SERVICES AND RESPONSIBILITIES

1.1 Retention of the Contractor. In consideration of the mutual promises contained in this Agreement, Gilbert engages the Contractor to render services set forth herein, in accordance with all the terms and conditions contained in this Agreement.

1.2 Scope of Services. The Contractor shall do, perform and carry out in a satisfactory and proper manner, as determined by Gilbert, the services set forth in this Agreement, including all exhibits (“Services”). The specific scope of work is set forth in Exhibit A.

1.3 Responsibility of the Contractor.

1.3.1 Contractor hereby agrees that the documents and reports prepared by Contractor will fulfill the purposes of the Contract, shall meet all applicable code requirements and shall comply with applicable laws and regulations. In addition, and not as a limitation on the foregoing, such documents and reports prepared by Contractor shall be prepared in accordance with professional Consulting standards, as applicable. Any review or approval of said documents and reports does not diminish these requirements.

1.3.2 Contractor shall tour the Services site and become familiar with existing conditions, including utilities, prior to commencing the Services and notify Town of any constraints associated with the Services site.

1.3.3 Contractor shall procure and maintain during the course of this Agreement insurance coverage required by Paragraph 4 of this Agreement.

1.3.4 Contractor shall designate _____ as Contractor Representative and all communications shall be directed to him. Key Contractor Personnel are set forth in Exhibit B. “Key Personnel” includes the Contractor employee who will place his license number and signature on key documents and those employees who have significant responsibilities regarding the Services and Contract. Prior to changing such designation Contractor shall first obtain the approval of Gilbert.

1.3.5 Contractor's subcontracts are set forth in Exhibit B attached hereto and made a part hereof. Any modification to the list of Subcontractors on Exhibit B, either by adding, deleting or changing subcontractors, shall require the written consent of Gilbert.

1.3.6 Contractor shall obtain its own legal, insurance and financial advice regarding Contractor's legal, insurance and financial obligations under this Agreement.

1.3.7 Contractor shall coordinate its activities with Gilbert's representative and submit its reports to Gilbert's representative.

1.3.8 Contractor shall provide, pay for and insure under the requisite laws and regulations all labor, materials, equipment, and transportation, and other facilities and services necessary for the proper execution and completion of the Services. Contractor shall provide and pay for and insure for all equipment necessary for the Services.

1.3.9 Contractor shall obtain and pay for all business registrations, licenses, permits, governmental inspections and governmental fees necessary and customarily required for the proper execution and completion of Services. Contractor shall pay all applicable taxes. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Services.

1.4 Responsibility of Gilbert.

1.4.1 Gilbert shall cooperate with the Contractor by placing at his disposal all available information concerning the Services.

1.4.2 Gilbert designates _____ as its Gilbert Representative. All communications to Gilbert shall be through its Gilbert Representative.

1.5 Contract Term; Renewal.

Contract Term; Renewal. If funds for this Contract are not appropriated or budgeted by July 1, 2015, Gilbert may terminate this contract by giving written notice to Contractor. Otherwise, the Contract commences upon execution of the Contract and continues through June 30, 2015. The Contract may be renewed for up to five (5) additional one-year terms upon mutual agreement of the parties. The Contract may be renewed upon written approval of Gilbert's Purchasing Officer if: (1) the renewal Contract amount does not exceed \$100,000; or (2) the original prices remain in effect during the renewal term. If at least 60 days prior to the end of the original term the Contractor requests a price adjustment, Contractor shall submit evidence of increased costs to the Contractor. Any price adjustment shall be in the sole discretion of Gilbert and shall not exceed the amount of increased cost to the Contractor. Price adjustment requests shall be a factor in the Contract extension review process. A price adjustment less than 10% of the original contract price may be approved by the Purchasing Officer. The Gilbert Council must approve renewal in all other cases. Any renewal shall be in writing and shall expressly state the prices for the services during the renewal term. Any renewal shall be contingent on funds being appropriated or budgeted for the renewal term.

1.6 Schedule of Services. The Schedule of Services is set forth in Exhibit C. If this Contract is renewed, a new Schedule of Services shall be mutually agreed upon.

2. COMPENSATION AND METHOD OF PAYMENT

2.1 Compensation. All compensation for complete and satisfactory completion of services rendered by Contractor, including its subcontractor(s), shall be set forth in Exhibit D and shall not exceed \$_____.

2.2 Method of Payment. Method of payment shall be set forth in Exhibit D. If payment is to be made monthly, Contractor shall prepare monthly invoices and progress reports which clearly indicate the progress to date and the amount of compensation due by virtue of that progress. All invoices shall be for services completed.

2.3 Invoices. Gilbert reserves the right to deduct up to ten percent (10%) from the invoiced amount for any invoice submitted more than sixty (60) days after the Services are completed. Invoices for the month of July shall be submitted on or before August 1st. Invoices submitted after the close out of the fiscal year (August 1st) shall not be paid by Gilbert.

2.4 The Contractor shall provide to Gilbert its completed W-9 Form prior to receipt of any Compensation.

2.4 Taxes. Contractor will be responsible for and shall pay all sales, consumer, use, and other taxes. When equipment, materials or services generally taxable to the Contractor are eligible for a tax exemption, credit or deduction due to the nature of the item, at Contractor's request, Gilbert will assist Contractor in applying for and obtaining the same.

3. CHANGES TO THE SCOPE OF SERVICES

3.1 Change Orders. Gilbert may, at any time, and by written change order, make changes in the services to be performed under this Agreement. A form of change order is attached hereto as Exhibit E. If such changes cause an increase or decrease in the Contractor's cost or time required for performance of any services under this Agreement, an equitable adjustment shall be made and the Agreement shall be modified in writing accordingly. Any claim of the Contractor for adjustment under this clause must be submitted in writing within thirty (30) days from the date of receipt by the Contractor of the notification of change. It is distinctly understood and agreed by the parties that no claim for extra services provided or materials furnished by Contractor will be allowed by Gilbert except as provided herein nor shall Contractor provide any services or furnish any materials not covered by this Agreement unless Gilbert first approves in writing.

3.2 Emergency Response.

3.2.1 Response. Gilbert is an emergency response organization. Contractor services or supplies may be required in case of an emergency involving a sudden, immediate threat of danger to the public health, welfare or property in Gilbert ("local emergency") or in the case where the Mayor of Gilbert, the mayor or governing body of another municipality in Maricopa

County, the Maricopa County Board of Supervisors, the State, or the President of the U.S. has declared an emergency ("State of Emergency"). In the event of a local emergency or State of Emergency, Gilbert may require Contractor to provide services or supplies as rapidly as possible and to such locations as directed by Gilbert when necessary to protect the public health and welfare and/or property. Contractor shall not be required to respond to the extent response is not feasible due to Acts of God or other factors beyond its control.

3.2.2 Emergency Contact. Contractor shall provide the designated Gilbert Emergency Management Coordinator at (480) 503-6333 and the designated Gilbert representative with a contact point (name, cell phone number, e-mail and facsimile number) who can be reached on a 24 hour/7 days a week basis so that effective response can be initiated. Contractor's contact person(s) must be able to communicate with Gilbert within one (1) hour from the time the contact person is telephoned by Gilbert.

3.2.3 Payment. Contractor shall be paid a premium not to exceed 10% above the standard contract prices for any services or supplies provided in the case of an emergency, at Gilbert's direction, and shall be entitled to reimbursement of expenses not covered by the standard contract prices at a premium not to exceed 10% above actual expenses. In considering the premium to be paid, Gilbert shall consider the good-faith efforts of Contractor to respond, the timeliness of response, and any other factors deemed relevant by either of the parties. If Gilbert believes Contractor's response was adequate, the full 10% premium will be paid; if not, Gilbert, in its reasonable discretion, will pay a lesser premium.

4. INSURANCE REPRESENTATIONS AND REQUIREMENTS

4.1 General. Contractor agrees to comply with all Gilbert ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of A-7 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to Gilbert. Failure to maintain insurance as specified may result in termination of this Agreement at Gilbert's option.

4.2 No Representation of Coverage Adequacy. By requiring insurance herein, Gilbert does not represent that coverage and limits will be adequate to protect Contractor. Gilbert reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

4.3 Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers Compensation insurance and Professional Liability insurance if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, Gilbert, its agents, representative, officers, directors,

officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

4.4 Coverage Term. All insurance required herein shall be maintained in full force and effect until all Services required to be performed under the terms of this Agreement is satisfactorily performed, completed and formally accepted by Gilbert, unless specified otherwise in this Agreement.

4.5 Primary Insurance. Contractor's insurance shall be primary insurance as respects performance of subject contract and in the protection of Gilbert as an Additional Insured.

4.6 Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the Services evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three year period.

4.7 Waiver. All policies, including Workers' Compensation Insurance, shall contain a waiver of rights of recovery (subrogation) against Gilbert, its agents, representative, officials, directors, officers, and employees for any claims arising out of the Services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

4.8 Policy Deductibles and or Self Insured Retentions. The policies set forth in these requirements may provide coverage, which contain deductibles or self insured retention amounts. Such deductibles or self insured retention shall not be applicable with respect to the policy limits provided to Gilbert. Contractor shall be solely responsible for any such deductible or self insured retention amount. Gilbert, at its option, may require Contractor to secure payment of such deductible or self insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

4.9 Use of Subcontractors. If any Services under this Agreement are subcontracted in any way, Contractor shall execute written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting Gilbert and Contractor. Contractor shall be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

4.10 Evidence of Insurance. Prior to commencing any Services under this Agreement, Contractor shall furnish Gilbert with Certificate(s) of Insurance, or formal endorsements as required by this Agreement, issued by Contractor's Insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage's, conditions, and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Acceptance and reliance by Gilbert on a Certificate of Insurance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. Such Certificate(s) shall identify the Agreement and be sent to Gilbert Risk Manager. If any of the above cited policies expire during the life of this Agreement, it shall be Contractor's responsibility to forward renewal Certificates within ten (10) days after the renewal date

containing all the aforementioned insurance provisions. Certificates shall specifically cite the following provisions:

4.10.1 Gilbert, its agents, representatives, officers, directors, officials and employees is an Additional Insured as follows:

- a. Commercial General Liability-Under ISO Form CG 20 10 11 85 or equivalent.
- b. Auto Liability-Under ISO Form CA 20 48 or equivalent.
- c. Excess Liability-Follow Form to underlying insurance.

4.10.2 Contractor's insurance shall be primary insurance as respects performance of this Agreement.

4.10.3 All policies, including Workers' Compensation, waive rights of recovery (subrogation) against Gilbert, its agents, representatives, officers, directors, officials and employees for any claims arising out of Services performed by Contractor under this Agreement.

4.10.4 Certificate shall cite a thirty (30) day advance notice cancellation provision. If ACORD Certificate of Insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

4.11 Required Coverage:

4.11.1 Commercial General Liability: Contractor shall maintain "occurrence" from Commercial Liability Insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance Services Office, Inc. policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, Gilbert, its agents, representative, officers, directors, officials and employees shall be cited as an Additional Insured Endorsement form CG 20 10 11 85 or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you". If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

4.11.2 Professional Liability: Contractor shall maintain Professional Liability insurance covering errors and omissions arising out of the Services performed by Contractor, or anyone employed by Contractor, or anyone for whose acts, mistakes, errors and omissions Contractor is legally liable, with an unimpaired liability insurance limit of \$1,000,000 each claims and \$2,000,000 all claims. Professional Liability coverage specifically shall contain contractual liability insurance covering the contractual obligations of this Agreement. In the event the Professional Liability insurance policy is written on a “claims made” basis, coverage shall extend for three (3) years past completion and acceptance of the Services, and Contractor shall be required to submit Certificates of Insurance evidencing proper coverage is in effect as required above.

4.11.3 Vehicle Liability: Contractor shall maintain Business Automobile Liability Insurance with a limit of \$1,000,000 each occurrence on Contractor’s owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor’s Services under this Agreement. Coverage will be at least as broad as Insurance Services Office, Inc., coverage code “1” any auto policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of performance of this Agreement, Gilbert, its agents, representative, officers, directors, officials and employees shall be cited as an Additional Insured under the Insurance Service Offices, Inc. Business Auto Policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

4.11.4 Workers’ Compensation Insurance: Contractor shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor’s employees engaged in the performance Services under this Agreement and shall also maintain Employer Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

5. INDEMNIFICATION

5.1 To the fullest extent permitted by law, the Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless Gilbert, its agents, officers, officials and employees from and against all demands, claims, proceedings, suits, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), and all claim adjustment and handling expenses, relating to, arising out of, or alleged to have resulted from acts, errors, mistakes, omissions, Services caused by the Contractor, its agents, employees or any tier of Contractor’s subcontractors related to the Services in the performance of this Agreement. Contractor’s duty to defend, hold harmless and indemnify Gilbert, its agents, officers, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use of resulting therefrom, caused by Contractor’s acts, errors, mistakes, omissions, Services in the performance of this Agreement including any employee of the Contractor, any tier of Contractor’s subcontractor or any other person for whose acts, errors, mistakes, omissions, Services the Contractor may be legally liable including Gilbert. Such indemnity does not extend to Gilbert’s negligence.

5.2 Insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

6. TERMINATION OF THIS AGREEMENT

6.1 Termination. Gilbert may, by written notice to the Contractor, terminate this Agreement in whole or in part with seven (7) days notice, either for Gilbert's convenience or because of the failure of the Contractor to fulfill his contract obligations. Upon receipt of such notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to Gilbert copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process. This Agreement may be terminated in whole or in part by the Contractor in the event of substantial failure by Gilbert to fulfill its obligations.

6.2.1 Termination After Failure to Cure Breach Gilbert may, at its option, provide written notification to Contractor of Gilbert's intention to terminate the Contract if performance deficiencies are not cured within ten (10) calendar days from receipt of the letter or such other reasonable time as specified therein. Upon re-inspection, if the deficiencies have not been cured, the Gilbert Community Services Department Director may provide written notice to Contractor directing it to immediately suspend all or a portion of the Work and that formal termination shall be effective in 30 days pending Council approval of such termination. Failure of Gilbert to terminate the Contract as provided in this paragraph shall not waive any right of Gilbert to any other remedy.

6.2.2 Other Remedies After written notice and opportunity to cure, if the cure is not accomplished within ten (10) calendar days from receipt of such notice, Gilbert may employ another Contractor to perform the work, and deduct the cost from any amount due or to become due the Contractor. If Gilbert's costs for performing the obligations of Contractor exceed the amount due the Contractor, Gilbert may collect the amount, either from the Contractor or surety bond or both, and also to assert a lien on all properties of the Contractor. Nothing herein shall be interpreted to prohibit the Gilbert pursuing any other legal remedy which it may have.

6.2 Payment to Contractor Upon Termination. If the Agreement is terminated, Gilbert shall pay the Contractor for the services rendered prior thereto in accordance with percent completion at the time work is suspended minus previous payments.

7. ASSURANCES

7.1 Solicitations for Subcontractors, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Contractor for Services to be performed under a subcontract, including procurements of

materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and any Regulations relative to nondiscrimination on the grounds of race, color or national origin.

7.2 Examination of Records. The Contractor agrees that duly authorized representatives of Gilbert shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Agreement.

7.3 Ownership of Document and Other Data. Original documents and other data prepared or obtained under the terms of this Agreement or any change order are and will remain the property of Gilbert unless otherwise agreed to by both parties. Gilbert may use such documents for other purposes without further compensation to the Contractor; however, any reuse without written verification or adaptation by Contractor for the specific purpose intended will be at Gilbert's sole risk and without liability or legal exposure to Contractor. Any verification or adaptation of the documents by Contractor for other purposes than contemplated herein will entitle Contractor to further compensation as agreed upon between the parties.

7.4 Litigation. Should litigation be necessary to enforce any term or provision of this Agreement, or to collect any damages claimed or portion of the amount payable under this Agreement, that all litigation and collection expenses, witness fees, court costs, and reasonable attorneys' fees incurred shall be paid to the prevailing party.

7.5 Independent Contractor. This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not Gilbert's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the Internal Revenue Code, the Immigration and Naturalization Act, Arizona revenue and taxation laws, Arizona Workers' Compensation Law, and Arizona Unemployment Insurance Law. The Contractor agrees that it is a separate and independent enterprise from Gilbert, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Contract shall not be construed as creating any joint employment relationship between the Contractor and Gilbert, and Gilbert will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

7.6 Immigration Law Compliance Warranty. As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Contractor further warrants that after hiring an employee, Contractor verifies the employment eligibility of the employee through the E-Verify program. If Contractor uses any subcontractors in performance of the Contract, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract. Contractor is subject

to a penalty of \$100 per day for the first violation, \$500 per day for the second violation, and \$1,000 per day for the third violation. Gilbert at its option may terminate the Contract after the third violation. Contractor shall not be deemed in material breach of this Contract if the Contractor and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). Gilbert retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

7.7 Equal Treatment of Workers. Contractor shall keep fully informed of all federal and state laws, county and local ordinances, regulations, codes and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any way affect the conduct of the work. Contractor shall at all times observe and comply with all such laws, ordinances, regulations, codes, orders and decrees; this includes, but is not limited to laws and regulations ensuring equal treatment for all employees and against unfair employment practices, including the Occupational Safety and Health Administration (“OSHA”) and the Fair Labor Standards Act (“FLSA”). Contractor shall protect and indemnify Gilbert and its representatives against any claim or liability arising from or based on the violation of such, whether by Contractor or its employees.

7.8 Exclusive Use of Services - Confidentiality. The services agreed to be provided by Contractor within this Agreement are for the exclusive use of Gilbert and Contractor shall not engage in conflict of interest nor appropriate Gilbert work product or information for the benefit of any third parties without Gilbert consent.

7.10 Sole Agreement. There are no understandings or agreements except as herein expressly stated.

7.11 Notices. Any notice to be given under this Agreement shall be in writing, shall be deemed to have been given when personally served or when mailed by certified or registered mail, addressed as follows:

GILBERT:

CONTRACTOR:

Town Manager
Town of Gilbert
50 East Civic Center Drive
Gilbert, Arizona 85296

The address may be changed from time to time by either party by serving notices as provided above.

7.12 Controlling Law. This Agreement is to be governed by the laws of the State of Arizona.

8. SUSPENSION OF WORK

8.1 Order to Suspend. Gilbert may order the Contractor, in writing, to suspend all or any part of the Services for such period of time as he may determine to be appropriate for the convenience of Gilbert.

8.2 Adjustment to Contract Fee. If the performance of all or any part of the Services is, for any unreasonable period of time, suspended or delayed by an act of Gilbert in the administration of this Agreement, or by its failure to act within the time specified in this Agreement (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this Agreement necessarily caused by such unreasonable suspension or modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension or delay to the extent (1) that performance was suspended or delayed for any other cause, including the fault or negligence of the Contractor, or (2) for which an equitable adjustment is provided for or excluded under any other provision of this Agreement.

9. INTERESTS AND BENEFITS

9.1 Interest of Contractor. The Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

9.2 Interest of Town Members and Others. No officer, member or employee of Gilbert and no member of its governing body, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the services to be performed under this Agreement, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the process thereof.

9.3 Notice Regarding A.R.S. § 38-511. This Contract is subject to cancellation under Section 38-511, Arizona Revised Statutes.

10. ASSIGNABILITY

The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same without the prior written consent of Gilbert thereto.

IN WITNESS WHEREOF, Gilbert and the Contractor have executed this Agreement as of the date first written.

TOWN OF GILBERT

By: _____
Douglas Boyer, Purchasing Administrator

APPROVED AS TO FORM:

By: _____

L. Michael Hamblin
Town Attorney

CONTRACTOR

By: _____

Its: _____

EXHIBIT A
SCOPE OF WORK

[ATTACH SCOPE FROM THE REQUEST FOR PROPOSALS – SECTION III]

EXHIBIT B
CONTRACTOR'S KEY PERSONNEL AND SUBCONTRACTORS

KEY PERSONNEL:

SUBCONTRACTORS:

EXHIBIT C
SCHEDULE OF SERVICES

[IF A SCHEDULE IS NOT APPLICABLE TO THIS CONTRACT, FILL IN “N/A”]

EXHIBIT D
PAYMENT SCHEDULE

A. Compensation

1. The consideration of payment to Contractor, as provided herein shall be in full compensation for all of Contractor's work incurred in the performance hereof, including offices, travel, per diem or any other direct or indirect expenses incident to providing the services.
2. Attached hereto as Exhibit D-1 is the Contractor's hours and fee estimate for the Project. Contractor's fee shall not exceed the amounts:

Description

Amount

B. Method of Payment

Invoices shall be on a form and in the format provided by Gilbert and are to be submitted in triplicate to Gilbert via Gilbert's authorized representative.

**EXHIBIT E
CHANGE ORDER**

CHANGE ORDER NO. _____

Distribution:	GILBERT	[]
	CONTRACTOR	[]
	OTHER	[]

PROJECT: _____	DATE: _____
OWNER: Town of Gilbert	
CONTRACTOR:	
AGREEMENT DATED:	

CHANGES: The Agreement is changed as follows:

Not valid until signed by both Gilbert and Contractor.
Signature of Contractor indicates acceptance.

The original compensation was _____

Net change by previously authorized Change Orders _____

The compensation prior to this Change Order was _____

The compensation will be increased by this Change Order in the amount of

The new compensation under the Agreement including this Change Order will be

The Contract Time will increase by _____

____ ACCEPTANCE STATUS:

Contractor
By _____

Town of Gilbert
By _____

Date _____

Date _____

STATE SOLE PROPRIETOR'S WAIVER (ATTACH)

[CONTRACT BOND]

STATUTORY PERFORMANCE BOND PURSUANT TO
TITLE 34, CHAPTER 2, ARTICLE 2,
OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 50% of the CONTRACT amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter
“Principal”), and _____, a
corporation organized and existing under the laws of the State of _____, duly
licensed in and holding a certificate of authority to transact surety business in the State of
Arizona issued by the Director of the department of Insurance pursuant to Title 20, Chapter 2,
Article 1, (hereinafter “Surety”), as Surety are held and firmly bound unto Gilbert, County of
Maricopa, State of Arizona in the amount of _____ Dollars
(\$_____), for the payment of which, the Principal and Surety bind themselves, and
their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by
these presents.

WHEREAS, the Principal has entered into a certain written CONTRACT with
Gilbert, entitled _____.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH,
that if the Principal faithfully performs and fulfills all of the undertakings, covenants, terms,
conditions and agreements of the CONTRACT during the original term of the CONTRACT and
any extension of the CONTRACT with or without notice to the Surety, and during the life of the
guaranty required under the CONTRACT, and also performs and fulfills all of the undertakings,
covenants, terms, conditions and agreements of all duly authorized modifications of the
CONTRACT that may hereinafter be made, notice of which modifications to the Surety being
hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions
of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this Bond shall
be determined in accordance with the provisions of Title 34, Chapter 2, Article 2, Arizona
Revised Statutes, to the extent as if it were copied at length in this Agreement.

The prevailing party in a suit on this Bond shall recover as part of the judgment
reasonable attorney fees that may be fixed by a judge of the court.

This Bond shall not be executed by an individual surety or sureties, even if the
requirements of A.R.S. Section 7-101 are satisfied.

Witness our hands this _____ day of _____, 20____.

PRINCIPAL

SEAL

By _____

SURETY

SEAL

By _____

Address of Surety:

AGENT OF RECORD

AGENT ADDRESS

* attach Power of Attorney

[LABOR AND MATERIALS BOND]
STATUTORY PAYMENT BOND PURSUANT TO
TITLE 34, CHAPTER 2, ARTICLE 2,
OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 50% of the CONTRACT amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter
“Principal”), as Principal and _____, a corporation
organized and existing under the laws of the State of _____, duly licensed in and
holding a certificate of authority to transact surety business in the State of Arizona issued by the
Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, (hereinafter
“Surety”), as Surety are held and firmly bound unto Gilbert, County of Maricopa, State of
Arizona in the amount of _____ Dollars
(\$_____), for the payment of which the Principal and Surety bind themselves, and
their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by
these presents.

WHEREAS, the Principal has entered into a certain written CONTRACT with
Gilbert, entitled _____.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH,
that if the Principal promptly pays all monies due to all persons supplying labor or MATERIALS
to the Principal or the Principal’s SUBCONTRACTORS in the prosecution of the WORK
provided for in the CONTRACT, this obligation is void. Otherwise it remains in full force and
effect.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions
of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this Bond shall
be determined in accordance with the provisions, conditions and limitations of Title 34, Chapter
2, Article 2, Arizona Revised Statutes, to the extent as if it were copied at length in this
Agreement.

The prevailing party in a suit on this Bond shall recover as part of the judgment
reasonable attorney fees that may be fixed by a judge of the court.

This Bond shall not be executed by an individual surety or sureties, even if the
requirements of A.R.S. Section 7-101 are satisfied.

Witness our hands this _____ day of _____, 20____.

PRINCIPAL SEAL

By _____

SURETY SEAL

By _____

Address of Surety:

AGENT OF RECORD

AGENT ADDRESS

* Attach Power of Attorney